Prepared Attorney Title Co
Stahlman Bldg.
Mail Tax Statement → Mrs LaVerne Mingesz
Omohundro Dr.
Nashville, Tenn. 372[illegible]

INSTALLMENT DEED

BOOK 4053 PAGE 958

Map 94
Par 14
3D

For and in Consideration of the sum of ----------

Five Thousand and No/100 ----------($5,000.00)---------- Dollars,

of which One Hundred and No/100 ----------($100.00)---------- Dollars,

has been paid in cash by LaVerne Mingesz, a widow

the receipt of which is hereby acknowledged, and for the remainder ----------

Four Thousand Nine Hundred and No/100 ----------($4,900.00)---------- Dollars,

the said LaVerne Mingesz, a widow has executed her one note of even date herewith in the original principal amount of $4,900.00, payable to the order of John G. White and wife, Nona B. White, in monthly installments of $75.00 each, the first of which is due and payable on the 20th day of June, 1965, and monthly thereafter until paid in full. Said payments to be applied first to payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, We, John G. White and wife, Nona B. White

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have this day bargained and sold, and do hereby transfer and convey unto the said

LaVerne Mingesz, a widow her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a tract of land in the 3rd, formerly the 15th Civil District of said County, and being part of Lot No. 3 on the Map of Lewis Jones' Lands, described according to a survey by Z. T. Wilkinson, surveyor, January 22, 1944, as follows:

Beginning at a point in the center line of Pumping Station Road, at the southwest corner of the property conveyed to B. F. Kirby by deed of record in Book 1416, page 564, Register's Office for Davidson County, Tennessee; thence along Kirby's westerly line, northerly 370 feet, more or less, to low-water mark of the Cumberland River; thence with the line of the same, down said river, southwesterly 450 feet, more or less, to the northeast corner of the property conveyed to H. A. Mitchener, Trustee, by deed in Book 627, page 551, said Register's Office; thence along Mitchener's east line, south 8 degrees 30 minutes east 160 feet, more or less, to the center line of Pumping Station Road; thence with the center line of the same, easterly 440 feet, more or less, to the point of beginning, including but excluding the westerly 25 feet of said tract, title to which is not herein conveyed but is expressly reserved to the sellers.

Being the same property conveyed to Reau E. Folk, Jr., Trustee, by deed from John G. White and wife, Margaret V. White, and by said Trustee to them by deed of record in Book 2345, page 123, said Register's Office, and by the same parties to the same Trustee and from said Trustee to John G. White, by deed of record in Book 2650, page 577, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LaVerne Mingesz, a widow heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said LaVerne Mingesz, a widow her heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said LaVerne Mingesz, a widow

do hereby transfer and convey unto Jno. B. Cobb, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said LaVerne Mingesz, a widow do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ insurable value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said LaVerne Mingesz, a widow shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to LaVerne Mingesz, a widow representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Jno. B. Cobb, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said John G. White and wife, Nona B. White and LaVerne Mingesz, a widow hereunto set our hands at Nashville, Tennessee, this the 9th day of June 1965

LaVerne Mingesz
John G. White
Mrs. Nona B. White

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named John G. White and LaVerne Mingesz, a widow

the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 9th day of June, 1965

Jo Ann Smith, Notary Public.

Commission Expires April 25, 1967

STATE OF Alabama
Jefferson County.

Personally appeared before me, Gwendolyn L. Craig, a Notary Public in and for said County and State, the within named Nona B. White

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Birmingham, Alabama this 9th day of June, 1965

Gwendolyn L. Craig, Notary Public.

Commission Expires 2/2/66

My Commission Expires February 2, 1966

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

Mail to Dyer & Mitchell
1200 Commerce Title Bldg.

INSTALLMENT DEED

FROM

John G. White and wife,

Nona B. White

TO

LaVerne Mingesz, a widow

Mail

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

STATE TAX $ 7.50
PROBATE .50
TOTAL $ 8.00

SEP 7 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 7 - 1966

42541

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Sep 7 1 57 PM '66

NOTE: BOOK 114 PAGE 791
RECORDING FEE $ 2.75
DEP. REG. C

Mail

2.75